DOCUMENT RESUME

ED 086 135 HE 005 044

TITLE	Agreement Between the State of New Jersey and Association of New Jersey State College Faculties, Inc.
INSTITUTION	New Jersey State Dept. of Higher Education, Trenton.
PUB DATE	5 Feb 71
NOTE	51p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	Collective Bargaining; Collective Negotiation; College Faculty; Contracts; Faculty Promotion; *Grievance Procedures; *Higher Education; *Negotiation Agreements; *State Colleges; Teacher Retirement; Teacher Salaries; Teacher Transfer; *Teacher Welfare; Teaching Load; Tenure
IDENTIFIERS	*New Jersey

ABSTRACT

This document presents the agreement between the State of New Jersey and the Association of New Jersey State College Faculties, Inc. The agreement covers the preamble; recognition and definitions; administration of agreement; policy statements; association rights and privileges; dues deduction; grievance procedure; appointment and retention of faculty; promotions; teaching load; personnel files; faculty rights; privileges; and tenure; management rights; association-employer information exchange; resignation; transfer; retirement; salary program; savings clause; negotiation procedures; complete contract; termination. The appendices cover policies for academic personnel for New Jersey State Colleges. (MJM)

ED 086135

RECEIVED
SEP 19 1973
J. H. BLUMER
N. J. State College System
AFT
4 year

~~APPENDIX B~~

AGREEMENT

BETWEEN THE

STATE OF NEW JERSEY

AND

ASSOCIATION OF NEW JERSEY STATE COLLEGE FACULTIES, INC.

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY.

HE 005 044

FILMED FROM BEST AVAILABLE COPY

This Agreement made as of the 5th day of February 1971, by and between the State of New Jersey and the Association of New Jersey State College Faculties, Inc.

Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing NOW THEREFORE, it is mutually agreed as follows:

PREAMBLE

The State, the Department of Higher Education and the Association of New Jersey State College Faculties, Inc. enter into this Agreement with the expectation that its implementation will enhance the ability of the state colleges of New Jersey to serve their constituents.

The parties recognize that it is the responsibility of these colleges to provide to their students a quality educational program, to broaden the horizons of knowledge through research and to make available their resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom and professional ethics.

The policies of the Board of Higher Education as stated in An Academic Personnel Policies Guide for New Jersey State Colleges and approved by the Board of Higher Education 6/21/68, continue except to the extent that this Agreement modifies or abridges them and are appended hereto.

ARTICLE I

RECOGNITION AND DEFINITIONS

A. The State of New Jersey by the Office of Employee Relations in the Governor's Office (hereinafter referred to as the STATE) and the New Jersey Department of Higher Education (hereinafter referred to as the DEPARTMENT) hereby recognizes the Association of New Jersey State College Faculties, Inc., (hereinafter referred to as the ASSOCIATION) as the exclusive representative for the purpose of collective negotiation for all terms and conditions of employment in a state-wide unit of all employees set forth in paragraph B hereof employed at each of the state colleges.

B. The employees included are:

1. Full-time teaching and/or research faculty
2. Department Chairmen
3. Administrative staff (non-managerial)
4. Librarians
5. Student Personnel staff
6. Demonstration teachers
7. Professional Academic Support Personnel (holding faculty rank)

The employees excluded are:

1. College President and Vice Presidents
2. Deans, Associate and Assistant Deans and other Managerial Executives
3. Secretarial staff
4. Maintenance staff
5. Bookstore, Food Service, etc. staff
6. Adjunct and part-time professional staff
7. Graduate Assistants
8. All others

C. 1. Unless otherwise indicated, the term "faculty" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as

above defines. Pronominal references to male or female faculty shall be understood to refer to all faculty. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Instructor, Assistant Professor (I and II), Associate Professor, Full Professor, and other recognized ranks, positions and titles.

2. Unless otherwise indicated, the term "Board" when used hereinafter in the Agreement, shall refer to the New Jersey Board of Higher Education.

3. The term "Chancellor", when used hereinafter in this Agreement, shall refer to the Chancellor of Higher Education.

ARTICLE II

ADMINISTRATION OF AGREEMENT

A. 1. The ASSOCIATION and the STATE shall upon the request of either party establish meetings during the first week of April, October and January for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

2. The requests of either party for such a meeting shall include an agenda of topics to be discussed and be submitted seven days prior to the meeting date.

ARTICLE III

POLICY STATEMENTS

A. This Agreement constitutes STATE and BOARD policy for the term of said Agreement. The STATE and BOARD shall carry out the commitments contained herein and give them full force and effect as STATE and BOARD policy.

B. Any individual contract between state college Trustees and an individual faculty member hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where an individual contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. The ASSOCIATION agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will eschew any threat, encouragement, support or condoning of any such job action.

D. The BOARD and the ASSOCIATION agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of faculty or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, or Association membership.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The STATE and the DEPARTMENT agree to furnish to the ASSOCIATION in response to reasonable requests from time to time all available information including: a register of certified personnel, published agendas and minutes of BOARD proceedings, published texts of resolutions and special reports affecting higher education, and such other relevant public information that shall assist the ASSOCIATION in developing intelligent, accurate, informed and constructive programs, together with information relevant and necessary to the processing of any grievance or complaint.

B. The following ASSOCIATION representatives shall be granted priority in choice of schedule and shall be exempt from involuntary overload:

1. President of the Association of New Jersey State College Faculties, Inc.
2. Chief negotiator of the Association of New Jersey State College Faculties, Inc.
3. One Association designated representative on each campus.

C. Whenever any representative of the ASSOCIATION or any faculty member is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

D. The administration shall permit representatives of the ASSOCIATION to transact official business on state college campuses at reasonable times provided that this shall not interfere with or interrupt normal college operations or the responsibilities

of the faculty.

E. Space and Facilities

It is understood and agreed that the use of state-owned space by the ASSOCIATION does not constitute a condition of employment of the bargaining unit. However, upon request, the administration will make every reasonable effort to make available to the ASSOCIATION an appropriate room for ASSOCIATION meetings so long as such use does not in any interfere with the normal operation of the college.

F. The administration shall permit the ASSOCIATION to use designated college facilities and equipment which may include typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The ASSOCIATION shall pay the cost of all maintenance, repairs, materials and supplies incident to such use, including postage and telephone charges.

G. The administration shall provide reasonable space on designated bulletin boards for use of the ASSOCIATION to post notices.

H. The ASSOCIATION shall have the right to use inter-office mail facilities.

I. The ASSOCIATION shall have the right through its local associations to designate a representative of each college, plus one additional person, to participate in public budget hearings conducted by the BOARD, by any committee of the BOARD or by the DEPARTMENT.

J. The ASSOCIATION shall have the right to speak at public sessions of the BOARD and local Boards of Trustees. A request for an allocation of time on the agenda will be processed in advance and consistent with procedures of the boards. The ASSOCIATION will be permitted to speak on an issue raised by a board but not on the agenda. The ASSOCIATION may raise an issue of an emergent nature provided it occurred subsequent to the time allowed for submission for placement on the agenda. In such an event the ASSOCIATION shall be permitted to identify the issue which the board shall receive as introduced and either accept as current business, or consider for future action.

K. Representatives of the ASSOCIATION shall participate in the development of a "master plan" for higher education in New Jersey.

L. The ASSOCIATION will be permitted to appoint one representative to each college-wide standing committee of each state college.

ARTICLE V

DUES DEDUCTION

The STATE agrees to deduct from the salaries of all faculty, as designated under Article I, dues for any one or any combination of the associations named below, as individual faculty may voluntarily authorize as provided in Chapter 310, P. L. 1967 the STATE to make such deductions and where such authorization is properly presented to the STATE by October 25.

(Campus) Faculty Association
Association of New Jersey State College Faculties, Inc. (ANJSCF)
Association of New Jersey College & University Professors (NJEA)
National Society of Professors (NEA)

The deduction will be made in equal amounts bi-weekly pursuant to Chapter 310, New Jersey Public Law of 1967, NJS 52:14-15.9e as amended, beginning November 15, 1971, or the first payroll period thereafter.

Said monies will be transmitted by the 15th of the month following the month in which deductions were made, to the ASSOCIATION (ANJSCF) treasurer. He, in turn, will transmit such monies to the appropriate association or associations.

Each of the above associations shall certify to the Department in writing the current rate of its membership dues.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is an allegation by a faculty member or the ASSOCIATION that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. An arbitrary or discriminatory application of, or failure to act pursuant to the policies of the Board of Higher Education or a Board of Trustees, related to terms and conditions of employment.

B. Decisions involving the non-reappointment of probationary or non-tenured personnel shall not be grievable under this procedure.

C. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment.

2. Nothing contained herein shall be construed as limiting the right or propriety of a faculty member to discuss such problems informally with any appropriate member of the administration.

D. Time and step for filing and decision

1. A grievance must be filed at step two within thirty-one (31) days from the date on which the act which is the subject of the grievance occurred or thirty-one (31) days from the date on which the individual faculty member should reasonably have known of its occurrence.

2. Should a faculty member be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he may submit his grievance to the next step within seven (7) calendar days to step three and within fourteen (14) calendar days to step four or step five.

3. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or step three without hearing at a lower step(s).

4. Where a grievance directly concerns and is shared by more than one faculty member, such group grievance may properly be initiated at step one, step two or step three, whichever is the first level of supervision common the several grievants, with the mutual consent of the parties.

5. A recommendation by a Faculty Association Grievance Committee for the resolution of the grievance may be introduced at step two.

6. Decisions shall be rendered to the faculty member and ASSOCIATION representative, if present:

(a) orally, at step one within three (3) days;

(b) in writing at step two or step three within seven (7) days after conclusion of a hearing;

(c) at step four, the Chancellor shall render his decision in writing within twenty-one (21) calendar days of the receipt of the grievance, except that when a hearing is conducted the Chancellor's decision should be rendered within fourteen (14) calendar days after the conclusion of the hearing.

7. A grievance hearing shall be set within seven (7) calendar days at step two, within ten (10) calendar days at step three and,

if required, within fourteen (14) calendar days at step four, after request is received from the faculty member or the ASSOCIATION.

E. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the thirty-one (31) day period provided in Section D.1 above.

F. The following procedures which may be initiated by a faculty member and/or the ASSOCIATION acting as his representative shall be the sole and exclusive means of seeking adjustment and settling grievances:

Step One

An aggrieved faculty member shall first discuss his grievance informally with his department chairman or immediate supervisor and/or the appropriate departmental committee, if any, then,

Step Two

If the aggrieved faculty member is not satisfied with the disposition of his grievance at step one, he may prepare his grievance in writing and present it formally to his dean, or the appropriate vice president who shall meet with the grievant and a representative of the ASSOCIATION for the purpose of hearing the grievance, then,

Step Three

If the aggrieved faculty member is not satisfied with the decision rendered at step two, he may

submit his grievance to the college president. The president or his designee shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The Board of Trustees shall be notified of the time and place of the hearing and a representative of the Board may be present as an observer, then,

Step Four

If the aggrieved faculty member is not satisfied with the disposition of the grievance at step three, he may appeal to the Chancellor. The appeal shall be accompanied by the decisions of the dean and the president or his representative and any written record that has been made part of the preceding hearings.

(a) If the grievance concerns a violation of the Agreement as described in (1) under (A) Definition of a Grievance, the Chancellor may sustain, modify or reverse the decision made at step three on the record or may in his own person or through his designee conduct a hearing concerning the grievance.

(b) If the grievance concerns a matter other than a violation of the Agreement as described in (2) under (A) Definition of a Grievance, the Chancellor

in his own person or through his designee may sustain, modify or reverse the decision made at step three or may, as he deems necessary, conduct a hearing or investigation, appoint advisory committees, hear witnesses, require the production of Pertinent records concerning the grievance or he may decline to act on the appeal. Where the grievance affects the faculty at more than one college, he may seek evidence from any such location affected, then

Step Five

(a) If the grievance involves an alleged violation of the Agreement as described in (1) under (A) Definition of a Grievance, and if the grievant is not satisfied with the disposition of the grievance at step four, the ASSOCIATION as representative of the grievant may upon notification to the Chancellor appeal the Chancellor's decision to the Governor's Employee Relations Policy Council who shall designate an impartial party who shall conduct a hearing and investigate to determine the facts and make a recommendation to the parties for the resolution of the grievance.

Such recommendation shall be advisory and shall not be binding on any party to the grievance. In no event shall the recommendation have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

Any costs resulting from this procedure shall be shared equally by the parties.

(b) If the grievance concerns a matter other than a violation of the Agreement as defined in (2) under (A) Definition of a Grievance, the grievant may appeal the Chancellor's action to the Governor's Employee Relations Policy Council which shall designate a hearing officer. The decision of the hearing officer shall be submitted in writing to the parties.

ARTICLE VII

APPOINTMENT AND RETENTION OF FACULTY

A. Appointment to the faculty of a New Jersey state college shall be made by the Board of Trustees as provided by law. In making appointments, the Board of Trustees shall act upon the recommendation of the president, which is made after appropriate consultation with faculty and administrative officials. Appointments are subject to the availability of funds and proper recording.

B. Faculty contracts prior to the attainment of tenure shall normally be limited to a period of one year.

C. When the Board of Trustees acts to reappoint or not to reappoint a faculty member, notice shall be given in writing not later than March 1 of the first and second academic years of service and not later than December 15 of the third academic year of service.

D. When a prospective employee is offered a position at a state college, he shall be provided with a copy of this Agreement, a copy of the local Faculty Handbook, if any, and an individual contract.

The contract shall include:

1. The name of the employing college
2. The dates for which the appointment is effective
3. The designated academic rank
4. The salary rate
5. A list of the field or fields in which he is expected to teach or work

E. A faculty member assigned full-time responsibility for a complete

semester should be paid one-half of the academic year salary of the rank and step at which he has been hired and be accorded privilege of faculty status.

F. When a faculty member is hired at mid-year (unless it has been made clear to him at the time he was offered the contract that it was for one semester only) notice of his reappointment or non-reappointment for the next full academic year shall be given in writing not later than April 1.

G. Qualification for Rank

The following are minimum qualifications for academic rank but they are not to be considered to guarantee appointment to a given rank.

1. Instructor: An earned master's degree in the appropriate field of study, or progress more than equivalent to a master's degree in an approved doctoral program in the appropriate field of study.
2. Assistant Professor: An earned master's degree in the appropriate field of study plus the satisfactory completion of one year of graduate study as defined by the accredited institution in which such graduate study was undertaken toward a higher degree or specialization diploma in the appropriate field of study, or the completion of all requirements for the doctorate except the dissertation.
3. Associate Professor: An earned doctorate in the appropriate field of study and five years of professional experience.

4. Professor: An earned doctorate in the appropriate field of study and eight years of professional experience.

H. The Board recognizes that in exceptional cases individuals may present qualifications as to education and experience that their faculty peers will adjudge to be the equivalent of the above qualifications although not corresponding to the letter. In such cases, the board of trustees of the college may, upon recommendation of the president, appoint such individuals to the rank deemed appropriate.

I. Distinguished Professor: As established by the board of trustees, this rank is intended to provide for the individual who has demonstrated outstanding scholarship, teaching ability or distinction in a field.

ARTICLE VIII

PROMOTIONS

A. Criteria for Promotion

Minimum qualifications for academic rank are set forth in Article VII (G). Decisions about promotion shall be governed by four broad and interrelated factors:

1. Effective teaching
2. Scholarly achievement
3. Contribution to college and community
4. Fulfillment of professional responsibilities

B. Promotion procedures

Promotion procedures at each college may differ, providing they fall within the following guidelines:

1. All individual faculty members with academic rank may submit an application for promotion, together with written substantiation to the claim for promotion no later than October 25.

2. Applications should be submitted to the appropriate departmental chairman or departmental committee. In all cases an application must first receive consideration at the department level. An application not approved at the department level may be submitted to the college-wide promotion committee.

3. The appropriate departmental committee, or departmental chairman, shall submit their recommendations in writing to the college promotion committee no later than December 1.

4. The college promotion committee shall consist of members of the faculty no fewer than five (5) in number, who may be selected from any division of the college. The committee may establish a systematic

procedure to receive student input. The promotion committee shall function a) to review and consider applications and recommendations for promotion, and b) to submit its own written recommendations in order of priority to the college president.

5. The college promotion committee shall have the right to consult with the appropriate departmental committee, departmental chairman, or individual submitting the request for promotion.

6. The individual applicant for promotion shall have the right to request, and receive, an appearance before the college promotion committee to speak on his own behalf. He shall be notified in writing seven (7) days in advvance of any deadline date for appeal if he is not being recommended for promotion at either the departmental or college promotion committee level and notified in writing of the committee's decision on such appeal by March 1.

7. If the president believes a reordering of the priority listing is justified, he should state his reasons to the committee at a meeting called for that purpose. Promotions shall be made by the Board of Trustees upon recommendation of the president.

8. All applicants for promotion shall be notified in writing of the final decision no later than March 15. When budgetary conditions later permit, additional promotions may be made based on the recommendations of the college-wide promotion committee.

C. The requirements of the doctorate for promotion to the rank of Associate Professor shall not apply to faculty members employed in the state colleges prior to September 1, 1968. This provision in no way implies that such faculty members will be promoted automatically

nor does it place them automatically at the top of the eligibility list.

D. In special fields in which the doctorate may not be the usual terminal degree (including, but not limited to Art, Music, Library Science and Librarianship, Nursing, significant training and/or other professional experience or achievement appropriate to the field of specialization shall be deemed equivalent to additional graduate work beyond the master's degree. Those who in the judgment of and as substantiated by their professional peers within the institution possess exceptional qualifications; achievements, or experience deemed equivalent to the academic requirements outlined above and in Article VII (F) may be recommended for appointment or promotion to a given rank. All decisions on equivalency promotions or appointments shall be made at the campus level.

E. Limitations for Professional Classifications:

1. Not more than thirty percent of a teaching faculty at any college shall be professors and distinguished professors.

2. Not more than fifty percent of a teaching faculty at any college shall be professors and associate professors.

3. The foregoing should not be interpreted as providing quotas for any department or other division within a college or the college as a whole.

ARTICLE IX

TEACHING LOAD

The teaching load of the teaching faculty members of the unit shall be assigned as follows:

A. The basic academic year teaching load shall be 24 teaching credit hours. Overload rates shall be paid for all assigned or voluntary approved teaching assignments beyond 24 teaching credit hours.

B. In the first semester of the academic year, the maximum within-load assignment shall be 14 teaching credit hours; the maximum assignable teaching load shall be 15 teaching credit hours. Overload will be paid for all voluntary and assigned teaching beyond 14 teaching credit hours.

C. The maximum assigned teaching load for the second semester of the academic year shall be 12 teaching credit hours. Teaching assignments beyond 12 teaching credit hours shall be compensated at the overload rate. Where the assignment during the first semester shall have exceeded 12 hours, the maximum load for the second semester shall be reduced proportionately, and the overload rate applied accordingly.

D. In graduate instruction the teaching load of a faculty member shall not exceed 9 semester hours or 9 contact hours, whichever is greater. The teaching load of a faculty member teaching part graduate program and part undergraduate program shall be prorated on the basis of four teaching credit hours for each three hours of graduate teaching.

E. The teaching assignment of a faculty member shall not require more than three different course preparations in any semester of undergraduate

instruction.

F. In any academic year, teaching assignments for extra compensation shall not exceed six (6) semester credit hours for any one faculty member.

G. Overload compensation shall be at the rate of two hundred twenty dollars ($220) per teaching credit.

H. Definitions

1. Semester credit hours are defined as: The number of semester credit hours earned by a student successfully completing a given course. For regularly scheduled courses for which collegiate credit is not granted, the semester credit hour equivalent shall be determined.

2. Teaching credit hours are defined as:

   a. When the number of weekly course class hours equal the number of semester credit hours, teaching credit hours shall equal semester credit hours.

   b. When the number of weekly class hours is greater than the number of semester hours, those class meetings typically designated as "laboratories" or "studios" shall be equated on the basis of 2/3 of a teaching credit hour for each such class hours.

I. A faculty member's primary responsibility is to the college in which he is employed. Faculty members who render off-campus services for compensation on a regular basis shall formally advise their immediate administrative superior (department chairman, dean, vice-president, etc.) of their specific commitments.

ARTICLE X

PERSONNEL FILES

An official file shall be maintained for each faculty member in accordance with the following procedures:

1. The college shall place in the file communications indicating special competencies, achievements, research, performance and contributions of an academic, professional or civic nature. A faculty member may submit to the college such commendations which he deems worthy to be included in his file.

2. All material received from faculty committees, department chairmen, administrative officers or other responsible sources concerning a faculty member's teaching ability, service, character, or conduct shall be signed by the originator before being placed in the member's personnel file.

3. Copies of all communications dealing specifically with a member's retention, dismissal, promotion, or tenure shall be transmitted to him immediately.

4. A faculty member shall be given the opportunity to review the contents of his file upon application.

5. Confidential letters of reference secured from sources outside the college shall be excluded from the materials available for the faculty member's inspection.

6. A faculty member shall have the right to respond to any document in his personnel file. Such response shall be directed to the president of the college and shall be included in the respondent's personnel file.

7. A representative of the ASSOCIATION may, with the faculty member's written authorization, accompany said person while he reviews his file.

8. Access to personnel files shall be limited to those individuals directly involved in the review and evaluation of professional personnel.

ARTICLE XI

FACULTY RIGHTS, PRIVILEGES AND TENURE

A. Meetings

1. Faculty meetings shall ordinarily be scheduled a week in advance during the normal hours of operation of the college. Special or emergency meetings may be called when required.

2. A faculty member who with reasonable excuse fails to attend a non-mandatory meeting shall not be penalized.

B. Office hours for student consultation

Faculty members shall post and maintain a minimum of three regular office hours per week. Additional consultation with students beyond these hours will be by appointment.

C. Community activities

Members of the faculty should continue to become involved in activities that enrich, strengthen or improve the community. Faculty should be completely free to determine their participation in such community affairs.

D. Textbooks and other teaching materials

All texts and other teaching materials shall be selected by the faculty member consistent with the resources and objectives of the department and the college. Selections shall be submitted on or before the date selected by the appropriate administrative officer.

E. Identification cards

Faculty shall be provided with official identification cards by the college at no cost to the individual faculty members.

F. Food service

Where available, private faculty dining facilities will be clearly designated.

G. 1. Whenever transportation is required as a part of the duties of a faculty member, the college shall prescribe the use of a college vehicle or the means of public transporation to be utilized or with the agreement of the individual the use of his private vehicle in which event the college will compensate him in accordance with State travel regulations for the use of his private vehicle and will be responsible for indemnification pursuant to N.J.S.A. 18A:16-6 et seq. for such sanctioned use. Faculty members who do not hold a current valid drivers license shall not drive.

2. Utilization and distribution of monies budgeted to a college department to cover expenses for travel, meals, or lodging for attendance at professional improvement meetings, workshops, conferences and other approved functions shall be approved by the college department or an elected committee thereof and be consistent with the regulations of State, Department or College.

H. Summer session contracts

1. Normally, full-time faculty shall have first priority to teach regular summer session courses within their individual competency.

2. Assignments to teach summer session courses shall be voluntary and consistent with normal college departmental and college procedures.

3. If an agreement is made to assign a faculty member to teach a summer session course which is cancelled, he shall have priority consideration on another available assignment within his competency.

I. New Positions

When a new position within the unit is established, the salary range established through the regular state procedures may, if deemed inequitable by the ASSOCIATION, be appealed to a board established for the purpose of hearing such appeals.

J. Vacancies

1. If public notice of a vacancy within the unit is to be made, every effort will be made to inform the ASSOCIATION in advance of such publication.

2. Where a faculty member applies for an open position, he shall be notified of the disposition of his application prior to publication of the name of the successful applicant.

K. Non-managerial administrators, librarians and counselors shall be entitled to accumulate one (1) year of vacation allowance which may be carried into the ensuing year with the consent of the college.

L. Public notices

The administration will give priority to communication to the ASSOCIATION with regard to all public notices or press releases concerning policies of the college.

M. College Calendar

The College Calendar, including that for summer session, shall be prepared in cooperation with the ASSOCIATION.

N. Internal Governance

Recommendations of a college senate or other faculty governing

body which are implemented by the administration and trustees shall not violate the terms of the Agreement.

O. A committee assigned a role in the selection of a college president shall include a member of the ASSOCIATION.

P. Department chairmen shall be elected by members of their departments subject to the approval and appointment of the president of the college. In exceptional circumstances, a chairman may be appointed by the president with the consent of the ASSOCIATION.

Q. Tenure

Tenure in the state colleges is provided by law as follows:

"The services of all professors, associate professors, assistant professors, instructors, supervisors, registrars, teachers, and other persons employed in a teaching capacity, who are or shall hereafter be employed...in any state college...shall be under tenure during good behavior and efficiency:

a. after the expiration of a period of employment of three consecutive calendar years in any such institution or institutions; or

b. after employment for three consecutive academic years together with employment at the beginning of the next succeeding academic year in any such institution or institutions; or

c. after employment in any such institution or institutions, within a period of any four consecutive academic years, for the equivalent of more than three academic years.

An academic year, for the purpose of this section, means the period between the time school opens in the institution after the general summer vacation until the next succeeding summer vacation."

C.124 of P.L. of 1946; C-41 of P.L. of 1962 (N.J.S.A. 18A:60-1)

ARTICLE XII

MANAGEMENT RIGHTS

A. The STATE, the BOARD, the DEPARTMENT and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority and prerogatives of management possessed by the STATE, the DEPARTMENT, and the Boards of Trustees are retained and may be exercised without restrictions or prior notice, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

C. The STATE, the BOARD, and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

ARTICLE XII

MANAGEMENT RIGHTS

A. The STATE, the BOARD, the DEPARTMENT and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority and prerogatives of management possessed by the STATE, the DEPARTMENT and the Boards of Trustees are retained and may be exercised without restrictions or prior notice, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

C. The STATE, the BOARD and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

ARTICLE XIII

ASSOCIATION/EMPLOYER INFORMATION EXCHANGE

A. The ASSOCIATION agrees to furnish to the DEPARTMENT a complete list of all officers and representatives of the ASSOCIATION, including titles, addresses and designation of responsibility, and to keep such list current. The ASSOCIATION will also provide copies of its constitution and by-laws or other governing articles, and to keep these current.

B. The DEPARTMENT agrees to furnish to the ASSOCIATION a complete list of all professional DEPARTMENT employees, including titles, and to keep such list current. The DEPARTMENT further agrees to furnish to the ASSOCIATION the names and addresses of all members of the BOARD and all individual state college Boards of Trustees falling within lawful jurisdiction of the DEPARTMENT, and to keep this list current.

ARTICLE XIV

RESIGNATION, TRANSFER, RETIREMENT

A. Resignation

Tenured and non-tenured faculty members have obligations to the institution in the matter of resignations. Except in the case of resignation for health or other reasons beyond the control of the faculty member, it is expected that he shall continue to serve until the completion of the academic year or for the term of his contract.

B. Dismissals of Faculty

1. No faculty member on tenure may be dismissed except as provided in statute law as follows:

"No professor, associate professor, assistant professor, instructor, supervisor, registrar, teacher or other persons employed in a teaching capacity, in any state college, county college or industrial school who is under tenure during good behavior and efficiency shall be dismissed or subject to reduction of salary, except for inefficiency, incapacity, conduct unbecoming a teacher or other just cause and after written charge of the cause preferred against him signed by the person or persons making the same and filed with the board of trustees or said college or school and after the charge has been examined into and found true in fact by said board, upon reasonable notice to the person charged, who may be represented by counsel at the hearing and have compulsory process to compel the attendance of witnesses to testify therein, as provided by law." (N.J.S.A. 18A:6-18.)

2. To provide the most careful consideration of academic due process in cases of dismissal of faculty on tenure or during the term of an appointment, the Board of Higher Education recommends for the guidance of the colleges the procedural standards in Academic Freedom and Tenure, 1967 (University of Wisconsin Press), pp. 40-45.

3. Non-tenure faculty who are dismissed or reassigned may institute grievance procedures as provided herein (Article VI).

C. Transfers

1. With consent of the presidents and boards of trustees of both colleges, a faculty member may transfer from one college to another without loss of employment rights. No faculty member may be transferred against his will or penalized for refusal to transfer.

2. Under certain circumstances, it may become desirable for budgetary reasons or for the smoother operation of the college to transfer a tenured faculty member from a 10-month to a 12-month position.

a. Such change shall be made only with the consent of the faculty member.

b. When practicable and consistent with the abilities of the individual, a faculty member who declines a 12-month position may be offered another 10-month position without loss of benefits or prejudice and shall be placed on the appropriate step of his new position without loss of increment, if due.

D. Retirement

Faculty members shall be retired no later than June 30 of the college year during which they become seventy years of age, or earlier

at their option. Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, or the Teachers Insurance and Annuity Association of America, or the Public Employees Retirement System, as may apply.

ARTICLE XV

SALARY PROGRAM

A. All salary adjustments will be made consistent with the provisions, practices and policies of the State and in accordance with the State compensation plan effective at the time.

B. During the first year of this Agreement, salary adjustments will be those implemented as of September 1, 1970 for all teaching faculty and retroactively to July 1, 1970 for all non-teaching members of the unit.

C. During the second year of this Agreement, each member of the faculty will receive a salary adjustment of six percent (6%) effective in his first pay period in fiscal year 1971-72. This provision will be effected by a range change.

D. During the second year of this Agreement, each member of the faculty will receive a normal merit increment when earned and where eligible within his range.

ARTICLE XVI

SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. 1. It is understood and agreed that any provisions of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

2. Whenever legislation is necessary to implement this Agreement, STATE and/or DEPARTMENT shall assume responsibility for seeking the introduction of such legislation.

ARTICLE XVII

NEGOTIATION PROCEDURES

A. The parties agree, in accordance with Chapter 303, Public Laws of 1968, to enter into collective negotiations over a successor agreement in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment of New Jersey state college faculties. Such negotiations shall commence not later than September 1 or other mutually agreed date in the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall be reduced in writing, be signed by a representative of the State, the Chairman of the Board and the President of the Association.

B. During negotiations, the STATE, the BOARD and the ASSOCIATION shall present relevant data, exchange points of view and make proposals and counterproposals. Upon request during the period of this Agreement, the BOARD shall make available to the ASSOCIATION copies of all relevant and necessary public records, data and information of the Department of Higher Education and the state colleges.

C. Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

It is agreed that in the event of an impasse in these negotiations for a successor contract, the impasse procedure provided in Chapter 303 of P.L. of 1967 shall be utilized in an orderly manner in an effort to resolve any such impasse.

ARTICLE XVIII

COMPLETE CONTRACT

A. This Agreement, including the Appendix, incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. By mutual agreement negotiations may be undertaken for the purpose of amending this Agreement. Amendments shall be in writing, be signed by the parties to this Agreement, appended thereto in order to become effective and published by the Board for the members of the unit and other parties concerned.

ARTICLE XIX

TERMINATION

This Agreement shall remain in full force and effect from July 1, 1970 until June 30, 1972. The Agreement shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail no later than January 1, 1972.

SIGNED on this 5th day of February, 1971, in Trenton, New Jersey.

FOR THE STATE:

Director, Office of Employee Relations	President, Association of New Jersey State College Faculties, Inc.
Chancellor, Department of Higher Education	Chief Negotiator
Special Assistant to the Chancellor	

APPENDIX I

The following are policies extracted from An Academic Personnel Policies Guide for New Jersey State Colleges, as approved by the Board of Higher Education, June 21, 1968.

Preface

The Board believes that an atmosphere of academic freedom is a fundamental prerequisite for excellence in higher education. Faculty and students engaged in the pursuit of truth must be free to grow intellectually, to challenge conventional wisdom, and to explore new avenues of thought, tempered by intellectual discipline and, hopefully, by good taste. It is a prime objective of college and university administration to foster such freedom and to establish only those rules and regulations which are essential to the orderly operation of the institution or which enhance its quality. The Board believes strongly that administrative rules are means, not ends, and they should be designed to further and not to interfere with the primary objectives of the institutions; the pursuit of truth, the acquisition of knowledge and the development of the intellect.

The Board of Higher Education affirms the policy of the Higher Education Act of 1966 which invests in trustees of the several state colleges primary responsibility for the governance of institutions. These guidelines provide a general framework within which this authority is to be exercised, and it is the intention and desire of the Board that trustees shall make any further rules and regulations that they shall deem necessary with respect to academic personnel policies.

Closely related to the question of academic freedom is meaningful and systematic involvement of faculty in the governance of the college or university. Appropriate formal means shall be used by the administration and faculties of each of the public institutions of higher education in New Jersey to insure that faculty views are taken into account on various matters relating to the institutions. These should include all matters which have a direct bearing on the validity of the institution as a center of learning such as curriculum development, selection of principal academic personnel, faculty appointments, retention and promotions, and standards of conduct, both academic and social.

The means by which this involvement occurs on a particular campus is best determined by the faculty and the administration with the approval of the college board of trustees.

5.02 Sick Leave

Faculty members may on occasion be unavoidably absent because of personal or family illness. A faculty member who finds it necessary to be absent because of illness should communicate with the president or his designated officer as soon as possible.

Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease, necessary attendance upon a member of the immediate family who may be seriously ill, or death in the immediate family.

Faculty are entitled to one and one-quarter days of sick leave for each completed month of employment for a total of twelve and one-half days annually for ten-month employees, and a total of fifteen days

annually for twelve-month employees. All unused sick leave shall be cumulative.

Consideration may be given by the board of trustees to granting sick leave beyond the days accumulated.

5.03 Leave With Pay as a Result of Disability

Any faculty member who is disabled by injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment may be granted leave of absence with full pay, with reduced pay, or pay for a certain period and reduced pay thereafter, to be determined by the board of trustees with appropriate approval and contingent upon the funds legally available for this purpose. Such leave will be limited to one year unless similar disability or injury in private employment would entitle a person to compensation for a longer period under Workmen's Compensation laws, in which case the same amount which would be authorized and paid to a private employee may be paid for the same period as provided in the aforementioned statutes. Claim for payments must be made within one year after the occurrence of the injury or illness. Leave under this section will not be charged against normal sick leave.

5.04 Sabbatical Leave

A. The sabbatical leave program for state colleges is designed to furnish opportunity for professional development of faculty through such study, travel, research, or other pursuits as may contribute to professional growth.

B. To be eligible for sabbatical leave, one shall have served at least six consecutive years on the faculty of a state college.

Compensation during the leave may be for full salary for half an academic year or half salary for a full academic year. The recipient retains rights of regular employment such as status on salary schedule, retirement, medical insurance and tenure. Acceptance of a sabbatical leave obligates the recipient to return to service of the state college for at least one year. The recipient may accept a grant, a fellowship, or similar monies usually identified with graduate or post-doctoral study, but employment during the sabbatical leave for increased income is incompatible with the purposes of the program.

5.05 Leave of Absence (Without Pay)

Any faculty member on tenure may apply for a leave of absence without pay. Application should be filed with the president of the college, who will transmit the application with his recommendation to the board of trustees.

Statute law provides for the following:

A. In the case of an approved leave of absence without pay for illness, a faculty member may, at his option, continue to pay premiums on contributory insurance for a maximum period of two years.

B. In the case of an approved leave of absence without pay for maternity, a faculty member may, at her option, continue to pay premiums on contributory insurance for a maximum period of one year.

C. A faculty member on approved leave of absence for not more than three months or by reason of a Fulbright or exchange teaching scholarship can make payment on pension premiums

on his return to college for the period of his leave. The requests to make such purchase must be made within one year after returning to regular employment. Terms for purchase are based on age and salary at time of contract for purchase, as distinguished from the contribution that might have been made had he not been on such leave.

D. In other cases of leave without pay not exceeding two years, the faculty member may, on his return to the college, re-activate his pension at the same rate as when he went on leave.

E. In the case of an approved leave of absence, a faculty member may continue to pay premiums for himself and his dependents for Blue Cross, Blue Shield and Major Medical for three months. Subsequently, he may pay premiums directly to Blue Cross and Blue Shield, but not Major Medical. However, should he suffer illness resulting in total permanent disability, the benefits of Major Medical will be extended to him.

APPENDIX C

STATE OF NEW JERSEY - TRAVEL REGULATIONS

Transportation by Personally owned Car (mileage basis)

"All employees using privately-owned cars in the performance of their duties for the State of New Jersey and for which they are being reimbursed, shall carry liability insurance with minimum coverage of $25/50,000 for personal injury liabilities and $10,000 for property damage. Evidence that such insurance coverage is in full force and effect with companies approved by the New Jersey Department of Insurance shall be made available to the Department Head or his authorized agent before authorization is given employees to use their privately-owned cars."

SUBSISTENCE - Limitations on Reimbursement

"Per Diem. Reimbursement for subsistence expenses is limited to the actual allowable expenses incurred, not exceeding a maximum allowance of:

1. $30 per diem of which not more than $21.00 may represent lodging costs, when attending a convention, conference, staff training program or seminar where housing accommodations are an integral part of the arrangements.
2. $22.50 per diem including meal costs, when engaged in regular official travel in the conduct of State business other than in 1. above.
3. Reimbursement for meals for a partial period in excess of groups of 24 hour periods or for a period of less than 24 hours shall be computed using the following schedule:

Breakfast	$1.50 including tip
Luncheon	2.00 including tip
Dinner	5.50 including tip

4. Reimbursement shall be made only for out-of-pocket expenses incurred subject to the above limitations.

.....

c. Reimbursement is approved for the full cost of an official convention meal which the employee attends when such meal is scheduled as an integral part of the convention or conference proceedings. If a meal or meals are included in the registration fee, the cost of said meal or meals is not to be listed on the travel expense voucher. "

.....

RECEIPTS AND VOUCHERS

Memorandum of Expenditures

"All persons authorized to travel on business for the State shall keep a memorandum of expenditures properly chargeable to the State, noting each item at the time the expense is incurred, together with the date. Information thus accumulated will be available for the proper preparation of travel expense vouchers."

Travel Expense Vouchers & Receipts

"a. All claims for reimbursement of traveling expenses shall be submitted on the authorized Travel Expense Voucher (Accounting Bureau Travel Form No. 105) and shall be itemized and stated in accordance with these regulations, except that itemization shall not be required where per diem subsistence was authorized.

"b. Receipts for convention registration and for hotel or lodging shall accompany the travel expense voucher.

"c. Travel expense vouchers shall be supported by other receipts as the Department Head may require."

ADVANCE APPROVAL

Attendance at conventions and conferences which involve expenses of $150 or more per person, including transportation, registration, lodging, meals, etc., regardless of location, require advance approval of the Department of Higher Education and Director, Division of Budget and Accounting. This request, together with a statement of justification for travel, must be signed by the campus supervisor and submitted to the Office of Vice President for Administration and Finance, Green Hall, at least 21 days before the proposed trip.

APPENDIX D - FACULTY ORGANIZATIONS

American Association of University Professors

Active membership in the campus AAUP chapter is open to teachers and research scholars who have at least a one-year appointment to a position or at least half-time teaching and/or research, with at least the rank of instructor or its equivalent. The AAUP is primarily concerned with conditions of academic freedom and tenure, conditions of faculty participation in institutional government, and faculty status and morale. The Trenton State College chapter has a strong interest in working toward legislation and policy decisions which will implement the goals of the AAUP.

Trenton State College Faculty Association, Inc.

The Faculty Association is dedicated to the welfare of the faculty members. It is primarily concerned with terms and conditions that affect faculty employment. Currently the Association is recognized as the exclusive legal bargaining agent for the faculty.

The Faculty Association is an affiliate of the Association of New Jersey Colleges and University Professors (ANJCUP), Association of New Jersey State College Faculties (ANJSCF), National Society of Professors (NSP) and National Higher Education Association (NHEA). Membership is open to all college faculty members.

Social functions of the Faculty Association include the Annual Fall Faculty Picnic, sponsored theater trips, dances, and retirement dinners.

Faculty Senate

The Faculty Senate is made up of forty-five members elected by the faculty for a term of three years. The Senate is organized into five Councils each of which deals with one of the following areas: Academic Affairs, Faculty Affairs, Master Planning, Operations, and Student Affairs. Among its many functions, the Senate has the responsibility of:

A. Advising the college president on matters of internal college policy,

B. participating in the staffing and coordination of the standing committees of the college,

C. undertaking studies of problems either on its own initiative or at the request of the faculty or administration,

D. acting as a general forum for faculty discussion and opinion.